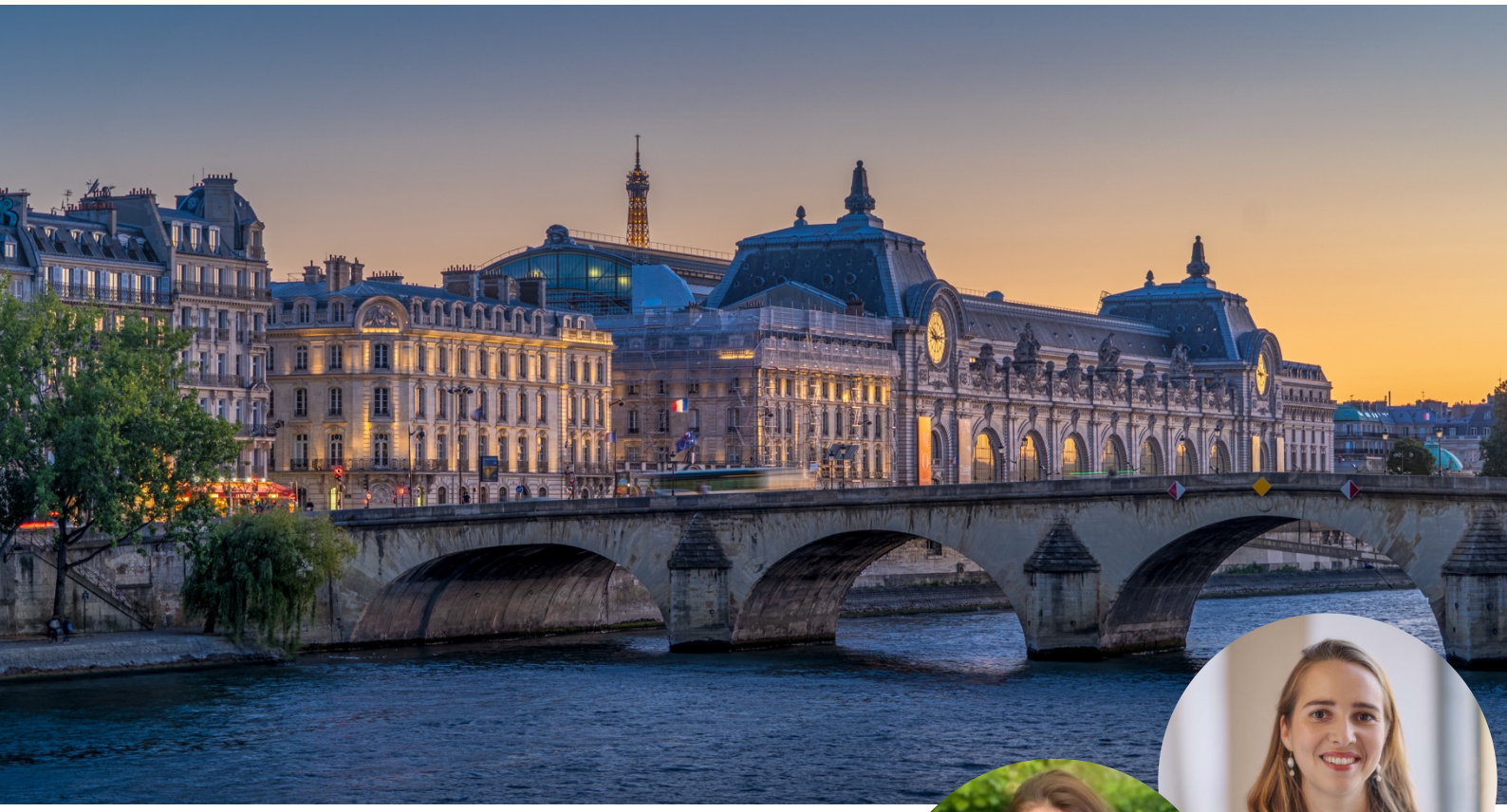
PARISBABYARBITRATION

BIBERON

Monthly Arbitration Newsletter – English Version

APRIL 2023, N° 61



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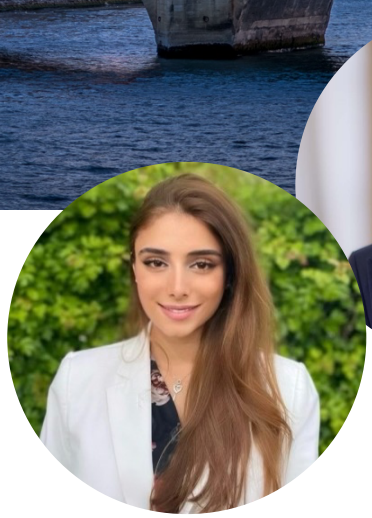

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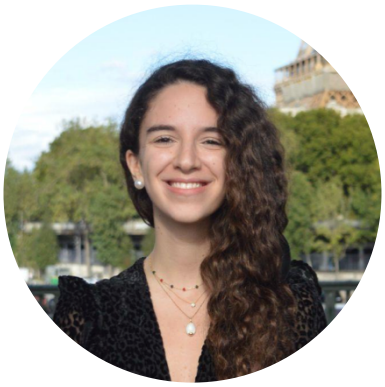

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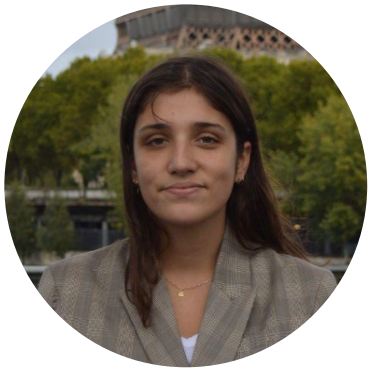

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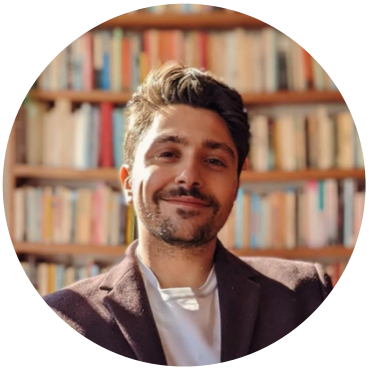

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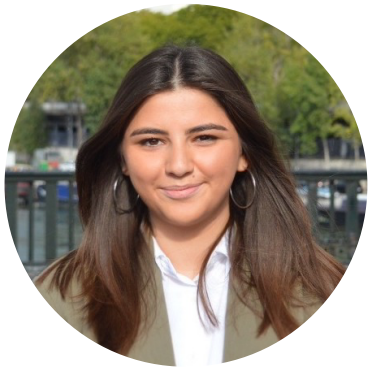

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3C THREE CROWNS

Founded in 2014, Three Crowns is a law firm specialising in international arbitration and international law. With offices in Paris, Washington D.C., London and Singapore, lawyers from Three Crowns have acted on behalf of leading companies and states in large international disputes with a reputation of securing positive outcomes for their clients and obtaining groundbreaking awards, allowing a development of international arbitration and public international law rules.

LAW PROFILER

Law Profiler, founded in 2019, is an organisation aiming to grant an easier access to the legal employment market. Law Profiler lists over 80,000 members and assists thousands of lawyers and aspiring practitioners to find jobs free of charge.

Teynier Pic

Founded in 2004, Teynier Pic is an independent law firm based in Paris, dedicated to international and domestic dispute resolution, more specifically with a focus on litigation, arbitration and amicable dispute resolution.

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FOREWORD

Paris Baby Arbitration is a Parisian society and a networking group of students and young practitioners aiming the promotion of International Arbitration practice, as well as the accessibility of this field of law, still little known.

Each month, its team works on editing the Biberon, an English and French newsletter, intended to facilitate the understanding of the latest and the most prominent decisions given by states and international jurisdictions, and the arbitral awards.

By doing so, Paris Baby Arbitration hopes to encourage the contribution of students and junior lawyers.

Paris Baby Arbitration believes in work, goodwill and openness values, which explains its willingness to permit younger jurists and students to express themselves and to communicate their passion for arbitration. The values that drive Paris Baby Arbitration are openness and goodwill, which is why we want to allow students and junior lawyers to express their passion for the practice of International Arbitration.

You can find all the previously published editions of the Biberon and subscribe to receive a new issue each month on our website: parisbabyarbitration.com/

We also invite you to follow us on LinkedIn and Facebook and become a member of our Facebook group.

Enjoy your reading!

Court of Cassation, First Civil Chamber, March 1st, 2023, n° 22/15445

Contribution by Romi Grumberg

On March 1, 2023, the First Civil Chamber of the Court of Cassation ruled that, in matters of provisional measures and judicial securities, both the judge of first instance and the judge of appeal must assess the urgency conferring their jurisdiction on the date they rule.

In the matter involved, a dispute arose between the Czech company Doosan and the companies Acierinox and Sofemat An exclusive distribution contract was concluded by the companies Acierinox and Doosan. This contract contained an arbitration clause. However, the company Acierinox referred the matter to the Commercial Court to take precautionary measures against the company Doosan. To this end, Acierinox alleged that Doosan has failed in its obligations and has wrongfully terminated the contract. It requested the President of the Commercial Court to implement three distinct measures: (i) to prohibitDoosan from collaborating with a third company; (ii) to order it to produce documents; and (iii) to order the company to pay an advance on its damages.

The Court of Appeal rejected the plea of lack of jurisdiction raised by Doosan. Doosan lodged an appeal before the Court of Cassation, putting forward several arguments.
Firstly, Doosan complained that the judgment under appeal considered the measures requested by Acierinox as provisional measures. To do so, Doosan refers to article 35 of the Brussels I bis Regulation (European Union Regulation n°1215/2012).

The Court of Cassation rejected this argument considering that Doosan did not invoke article 35 of the said regulation during the proceedings on the merits, and the Court of Appeal did not have to raise this argument of its own motion.

Secondly, with regard to the assessment of the urgency attributive of the jurisdiction of the judge on the merits, Doosan criticized the Court of Appeal for considering that the urgency is assessed at the time when the first judge ruled. The Court of Appeal thus violated Article 1449 of the Code of Civil Procedure.
The Court of Cassation rejected this part of the plea for the measure aiming at the communication, to Acierinox, of certain documents because the invoked opening case is not specified. However, for the two other measures requested by Acierinox, the argument is accepted by the Court of Cassation. It results from articles 1449 and 1506 of the Code of Civil Procedure that both the judge of appeal and of first instance must appreciate the urgency attributing jurisdiction in relation to the moment when they respectively rule.

The Court of Cassation therefore overturned the judgment of the Court of Appeal except insofar as it considered the judge of first instance to have jurisdiction for the measure requested by Acierinox measure, aimed at obtaining the communication of certain documents.

Paris Court of Appeal, February 14, 2023, n° 21/10727

Contribution by Safi Mbarki

On February 14, 2023, the Paris Court of Appeal refused to grant the annulment of an arbitration award rendered by the International Chamber of Commerce (ICC) on the grounds that:

- The tribunal did not violate the mission entrusted to it;
- the adversarial principle was respected;
- the decision taken is not contrary to international public policy.

On July 25, 2017, the Saudi company Alfanar and the Spanish companies Capital Energy Proyectos Energéticos SLU, Capital Energy Solar Eólica SL and Green Capital Power SL (referred to as "the Capital Energy companies") entered into a sale and purchase agreement. The purpose of the contract was, among other things, to purchase shares in companies owning 23 wind farms located in Spain. In the said contract, an arbitration clause provided that in case of dispute, the ICC would have jurisdiction. One of the conditions for the purchase was that the company had to win the auction organized by the Spanish government for the granting of production and development rights for renewable energies. To be able to participate, the company Alfanar transmitted a bank guarantee of 43 200 000 euros, reduced to 32 049 000 euros.

On February 21, 2018, the parties entered into a novation agreement that provides, among other things, that the Saudi company will purchase not 23 but 7 wind farms. These needed to have "ready to build" status. The agreement also included an arbitration clause according to which the ICC would have jurisdiction in case of a dispute. On October 5, 2018, Alfanar notified the Capital Energy companies that it wished to terminate the sale agreement on the grounds that the wind farms did not have the status required according to the novation agreement. Alfanar also requested the return of the sums paid as well as the reimbursement of the bank guarantee (if it was implemented by the Spanish State). On October 10 and 11, 2018, the Capital Energy companies notified their refusal to the Saudi company's requests.

On November 29, 2018, the Alfanar company filed a request for arbitration before the ICC. In its decision of April 12, 2021, the tribunal found that the Saudi company correctly terminated the sales contract and the novation agreement. Thus, the tribunal:

- ordered Capital Energy companies to return the sums paid by the Saudi company;
- held it liable for any collection made by the Spanish Government of the Saudi company's bank guarantee up to 75% of the bank guarantee for the 7 wind farms and;
- ordered it to pay the company Alfanar the legal fees and costs as well as the amount paid by the Saudi company to the ICC.

On June 3, 2021, the Spanish companies initiated a procedure seeking the annulment of the award before the Paris Court of Appeal and put forward three grounds for annulment.

In the first plea, the appellants asked the Court to set aside the award on the basis of Article 1520°3 of the Code of Civil Procedure on the grounds that the tribunal did not comply with its mission. The claims are as follows:

- The tribunal did not rule in law but as "*amiable compositeur*". The Court did not apply Spanish law, as agreed in the arbitration clauses, because its decisions did not correctly apply Spanish law and it selected what it thought was the most appropriate.

- The Court imposed virtual hearings for the examination of evidence, although the ICC procedural rules did not provide for this possibility and there was disagreement between the parties.

The Court, for the first part, defines "*amiable compositeur*" as the situation where the court, with the agreement of both parties, voluntarily departs from the rule of law in order to rule in equity or in the common interest of the parties. It considered that here the arbitral tribunal interpreted Spanish law when deciding. The action for annulment cannot therefore be justified in the interpretation of Spanish law that was made by the Tribunal. For the second part, the Court noted that there is no regulation that requires hearings to be held in physical form. Because of the sanitary situation the hearings took place virtually and that the Court of First Instance has correctly interpreted the procedural rules of the ICC.

In the second plea, the Capital Energy companies requested the annulment based on article 1520°4 of the Code of Civil Procedure because the Court did not respect the principle of the contradiction and the equality of the weapons. Indeed, the Court did not allow them to ask the company Alfanar to communicate these exchanges with the Spanish government on the bank guarantee and did not sanction the late communication of the documents of the Saudi company.

The Court emphasized that for a violation of the adversarial principle to exist, the parties must not have had the opportunity to debate the arguments and documents submitted and to make their claims known. For equality of arms, the court must not have given the parties the opportunity to present their case without being at a disadvantage. In this case, at the date of the request, the Saudi company did not have the documents requested by the petitioner.

It provided them later, and these exchanges took place after the request. The Court also points out that the Capital Energy companies did not show that the 7- and 22-minute delay in transmitting the documents created any prejudice, particularly because the court invited the parties to discuss the admissibility and merits of the documents. Finally, with regard to the interpretation of Spanish law and the video-conference hearings, the defendants do not demonstrate any infringement of the principles cited and merely criticize the court's reasoning.

In the last plea, the defendants request the annulment of the award on the basis of Article 1520°5 of the Code of Civil Procedure on the grounds that the award is not compatible with international public policy. The two points put forward are in particular the various procedural violations stated by the Spanish companies and the fact that the order to compensate 75% of the guarantee would be perpetual and therefore contrary to the French concept of international public policy.

The Court recalled that it must control whether the enforcement of the arbitral award clearly, effectively, and concretely violates the principles and values included in international public policy. In the present case, it emphasizes that no such violations have been found. With regard to the sentence, it indicated that it was not a perpetual commitment, but that the company Alfanar would have to prove the collection by the Spanish State in order to claim compensation, and that this sentence was subject to Spanish law on prescription.

The Court of Appeal therefore rejected the request to set aside the ICC arbitration award of April 12, 2021, ordered Capital Energy companies jointly and severally to pay the sum of 50,000 euros to Alfanar, and ordered them jointly and severally to pay the costs.

Paris Court of Appeal, February 21, 2023, n° 20/13899

Contribution by Sarah Amedro

On February 21, 2023, the Paris Court of Appeal issued a decision on the jurisdiction of the arbitral tribunal in a dispute arising from an unlawful expropriation between Uruguay and a British investor.

In this case, the X consorts (hereinafter "the Claimants") are beneficiaries of a Cayman Islands-based Trust to house the assets of an iron ore mining project in Uruguay (hereinafter "the Project"). The Project was not completed. The claimants alleged that the Republic of Uruguay has unlawfully expropriated their property.

Subsequently, the Claimants initiated arbitration proceedings on July 19, 2017 on the basis of Article 8 of the Treaty between the Oriental Republic of Uruguay and the United Kingdom on the Protection of Capital Investments of August 1, 1997 (hereinafter "the BIT"). The arbitral tribunal rendered an award on August 6, 2020 (hereinafter "the Award") declaring that it lacked jurisdiction, holding that the temporal requirement of the BIT protection was not satisfied. The Claimants filed an annulment action on October 1, 2020 against the Award.

The arbitral tribunal found that there was no investment within the meaning of the BIT prior to August 1, 2016, because the Claimants were only discretionary beneficiaries of the Trust and the dispute predated that date. However, the Claimants disputed this analysis. They considered that the tribunal does not need to consider whether the Claimants were owners of the investment and that their position in the Trust gave them an investment in the form of an economic interest, which is sufficient to satisfy the BIT requirement.

The Republic of Uruguay contested the Claimants' status as investors on the grounds that they did not make the investment themselves and asserts that the wrongful acts occurred before the investment.

On February 21, 2023, the Paris Court of Appeal held that the BIT does not provide a criterion for the timing of the investments to determine the jurisdiction of the arbitral tribunal. Regarding the Claimants' status as investors, the Court of Appeal stated that the BIT does not exclude the mere passive holding of the investment, even if it is not directly made.

On these grounds, the Paris Court of Appeal annulled the arbitral award rendered on August 6, 2020 and ordered the Republic of Uruguay to pay the costs.

Outer House of the Scottish Court of Session, February 2, 2023, *Briggs Marine Contractors Ltd v Bakkafrost Scotland Ltd* [2023] CSOH 6

Contribution by Vanessa Paterson de Carvalho Pontes

On February 2, 2023, Lord Braid, judge in the Outer House of the Scottish Court of Session, ruled that a dispute arising out of an oral agreement in connection with a contract containing an arbitration clause should be resolved through arbitration due to the factual overlap between the two agreements.

The dispute concerns the Claimant's entitlement to be paid under an alleged oral agreement for the venting of the Respondent's barge and the recovery of fish feed.

The parties entered into a written contract ("the Wreck Fixed Contract" or "the WFC") whereby the Claimant undertook to recover a barge owned by the Respondent which had sunk, and to provide certain other services, for a fixed price. The WFC provided that the services should be tendered with the principle "no cure, no pay", in other words, for the Claimant to be entitled to the payment of the fixed price, the latter has to recover the barge

The Claimant argues that its divers assessed that the vessel was emitting dangerously high levels of hydrogen sulphide, such that it became too dangerous for the Claimant to continue to provide the services specified in the WFC, and that the WFC was thereby frustrated. The Claimant also argued that an oral agreement was then concluded for the venting of the barge and the removal of the fish feed, this time taking place sub-sea in light of the danger posed by the hydrogen sulphide, in return for which Claimant was to be paid its costs plus 15%. The Claimant stated that it became concerned that the Respondent would not agree to a written contract reflecting the agreement reached orally and that shortly after it became apparent that the Respondent's conduct amounted to a repudiation of that agreement. The Claimant proceeded to leave the site and sued for the sum it is allegedly due to it under the oral agreement.

The Respondent denied that any sum is due, but before stating any defence on the merits of the action, took a preliminary plea of no jurisdiction under reference to an arbitration clause in the WFC, which provides that any dispute arising out of or in connection with the WFC shall be referred to arbitration.

The case was called before the Outer House of the Scottish Court of Session, under the authority of judge Lord Braid, for debate on that preliminary plea. The issue is whether the dispute is one which arises out of or in connection with the WFC. If so, the action must be suspended to allow the arbitration to run its course.

The Claimant argued that the contract, if entered into at all, was entered into because the WFC had been frustrated, although the Claimant also asserted that he is entitled to bring an action under the oral agreement even if the WFC had not been frustrated. The Respondent denied that the Claimant is entitled to be paid under the oral contract, and that the WFC was frustrated. It asserted that any oral agreement simply had the effect of amending the WFC. In response to that, the Claimant said that the terms of the WFC prevented it from being amended orally.

Lord Braid noted that the parties had agreed five propositions defining the relevant approach to adopt for the construction of arbitration clauses: (i) arbitration and jurisdiction clauses are to be liberally construed; (ii) the exercise of construction starts from the presumption that the parties. as rational business people, are likely to have intended any dispute arising out of the relationship into which they have entered to be decided by the same tribunal; (iii) if the parties wish to exclude certain matters from the one-stop approach, they must either say so expressly or say so in language which makes that clear; (iv) in the absence of any express provision excluding a particular grievance from arbitration, only the most forceful evidence of a purpose to exclude a claim from arbitration could prevail; and, finally, (v) in cases of doubt over the scope of an arbitral clause, the issue should be resolved in favour of arbitration as arbitration clauses should be construed as broadly as possible.

Lord Braid proceeds to point out that, while accepting the Respondent's argument according to which an arbitration clause is a separate agreement he found that it is too much to say that the one-stop approach has the consequence that every subsequent agreement between the same parties is subjected to that arbitration agreement. Lord Braid emphasized that, regardless the broad approach adopted to construct the arbitration clause of the WFC, there must be some connection between the dispute and the WFC in order for the clause to be considered applicable

Thus, Lord Braid found that the matters in dispute can indeed be said to arise out of or to be in connection with the WFC. Lord Braid considered that there is an overlap between the facts underlying the two contracts, since the services under both included the recovery of fish feed from the same barge, located in the same position. Lord Braid added that it is irrelevant that the basis for payment was different, or that the task had become more difficult, or that not every salvage company had the necessary skills to undertake the second agreement, because there is a close causal connection between the two agreements – one arose out of the other, and there is clearly a factual overlap between them.

Lord Braid decided that the parties, as rational business persons, must be considered to have intended that a dispute so closely connected to the WFC as the present one – even if they could not foresee the precise nature of the dispute, or the circumstances in which a second agreement might be reached – be resolved by arbitration, so that all disputes would be dealt with under the one-stop approach.

Lord Braid concluded that the matters in dispute are matters which are governed by the arbitration clause properly construed under English law. Lord Braid therefore allowed the Respondent' s objection to the admissibility of the claim and ordered a stay of proceedings in favour of arbitration.

United States District Court for the District of Columbia, February 15, 2023, *NextEra Energy Glob. Holdings v. Kingdom of Spain*, 2023 WL 2016932

Contribution by Facundo Marcone

On 15 February 2023, the United States District Judge for the District of Columbia rendered a decision over a motion for preliminary injunction and temporary restraining order related to a petition to confirm the ICSID Award rendered in the case No. ARB/14/11 on 12 March 2019. The judge ordered an anti-suit injunction against the Kingdom of Spain (hereinafter "Spain") and rejected Spain's motion to dismiss.

The motion for preliminary injunction arose because Spain pursued a legal action in Amsterdam, the Netherlands to order NextEra Energy Global Holdings B.V. and NextEra Energy Spain Holdings B.V. (hereinafter "NextEra") to withdraw the petition made to confirm the ICSID Award in the United States. In response, NextEra requested injunctive relief by asking the District Court to issue a preliminary injunction and temporary restraining order preventing Spain from pursuing the action in Amsterdam.

The court analysed whether it had jurisdiction under: (a) the exceptions set in 28 U.S.C. §1605(a)(6) of the Foreign Sovereign Immunities Act ("FSIA"), and (b) the doctrine of *forum non conveniens* alleged by Spain.

a) The FSIA provides that foreign States are not immune from the jurisdiction of U.S. courts in any case in which an action is brought to confirm an award made pursuant to an agreement to arbitrate, if the agreement or award is or may be governed by a treaty or other international agreement in force for the United States calling for the recognition and enforcement of arbitral awards.

   Spain argued that there was no arbitration agreement between the parties because Spain never had the authority to agree to ICSID arbitration via the Energy Charter Treaty.

   Based on *Slovak Republic v. Achmea B.V.*, Case No. C-284/16, 6 March, 2018, ECF No. 62-47 and In *Republic of Moldova v. Komstroy*, Case C-741/19, 2 September 2021, ECF No. 62-67, Spain argued that no arbitration agreement existed with NextEra because any such agreement would violate core tenets of European Union sovereignty as set out in the European Union Treaties.

   The Judge relied on the decisions on *LLC SPC Stileks v. Republic of Moldova*, 985 F.3d 871, 877 (D.C. Cir. 2021) and *Chevron Corp. v. Ecuador*, 795 F.3d 200, 205-06 (D.C. Cir. 2015) to reject Spain's grounds. The Judge held that the assertion that a party lacked a legal basis to enter or invoke an arbitration agreement is not a challenge to the jurisdictional fact of that agreement's existence but rather a challenge to that agreement's arbitrability and therefore an issue of the award's merits.

b) the court rejected Spain's assertion on the doctrine of *forum non conveniens* because the alternative forums are inherently inadequate because they cannot attach U.S. assets.

   Regarding the request for injunctive relief, the court expressed that an injunction may be required to preserve its ability to render a final decision if there is a risk of losing its jurisdiction. The judge based its decision on the arguments held on *Laker Airways Ltd. v. Sabena, Belgian World Airlines*, 731 F.2d 909, 926 (D.C. Cir. 1984).

The Judge held that an anti-suit injunction against Spain was appropriate because Spain´s action in Amsterdam aimed to interfere with and terminate NextEra's petition before the U.S. court. Further, Spain abstained to notify the court of the action pursued which at the eyes of the court seemed to hold until a decision by a Dutch court was rendered which would have virtually eliminated the court's jurisdiction over NextEra's petition.

INTERVIEW WITH CHARLOTTE MATTHEWS AND SARAH PELOUX

1. Hello Charlotte and Sarah, thank you for accepting our invitation and agreeing to answer our questions for this edition. Could you briefly tell us more about your background?

Charlotte: I am a lawyer in the Paris office of Hanefeld, where I work mainly on investment arbitration cases. I studied law in France, Germany and the United Kingdom, followed by several internships in law firms in Paris, Brussels, and Berlin as well as at the European Commission.

Sarah: Following my law studies in France, Canada, and the United States, I wanted to gain a wide range of experience, both in the public sector, notably in embassies, consulates and international organisations, but also in various sectors of law in firms in Paris and Los Angeles, where I was an associate for a year. Those experiences convinced me to choose international arbitration. Today, I am an attorney registered with the New York and California bars and admitted to the Paris bar.

2. Sarah, you work in the international arbitration department of the firm Eversheds Sutherland. Charlotte, you are an associate at Hanefeld. Can you tell us more about these firms and your day-to-day experience?

Charlotte: Hanefeld was founded in 2011 in Hamburg as the first dispute resolution boutique in Germany. In 2020, we opened an office in Paris, from where I practice. I work mainly on arbitration cases and mostly on investment arbitration cases, where I act as counsel or arbitral secretary.

Sarah: Eversheds Sutherland is a firm with an international reputation, with offices in Europe, North America, Asia and Africa. This is a tremendous asset and often teams from different offices work together on certain files, each one being able to make a contribution. During my internship, I am mainly working on investment arbitration cases.

3. You are both involved in an important initiative, The Campaign for Greener Arbitrations: The Green Pledge. Can you tell us about this project and the challenges that accompany it?

The Campaign for Greener Arbitrations is an initiative launched in 2019 by Lucy Greenwood, an international arbitrator, which aims to raise awareness among all arbitration stakeholders on the need to reduce the carbon footprint generated by arbitrations. The Campaign started from the observation that international arbitration activities generate a very large carbon footprint (e.g. air travel to hearings or conferences, waste generated by arbitrations, etc.) and proposes a number of concrete solutions to reduce the emissions related to arbitration.

First, the Campaign has established a "Pledge", i.e. guiding principles which any arbitration practitioner wishing to minimize the impact of his or her practice on the environment should follow (we encourage you to sign the Pledge to formalize your commitment to reducing your carbon footprint!)

The Campaign also offers a range of practical tools for practitioners. For example, we have established a green model procedural order to reduce the environmental footprint of arbitration proceedings, a protocol for law firms, arbitration institutions and legal providers, a protocol for arbitrators, a protocol for arbitration conferences, etc. Each of these protocols offers concrete and easy-to-implement solutions to minimize the carbon footprint of our activities.

Finally, in addition to helping to minimize the carbon footprint of arbitrations, the implementation of our green protocols allows our signatories to drastically reduce their costs. Indeed, the solutions we propose are both ecological and economical. Everyone wins: the planet and the wallet.

4. You both have different roles. Charlotte, you are a member of the Europe subcommittee. Sarah, you are the Director of Green Protocols. Would you please describe your respective roles in this great project?

Charlotte: I am a member of one of the Campaign's regional subcommittees, the European subcommittee. The subcommittees are intended to implement the Campaign for Greener Arbitrations' actions in a more localized way. I am the representative for France and regularly discuss with my European colleagues on the sub-committee the different actions that we can implement. We organize events, awareness campaigns, and more generally, make it our mission to convince as many practitioners as possible of the urgency and usefulness of implementing green measures in our practices. One of the recent developments of the Campaign for Greener Arbitrations is the translation of the various protocols into French, Spanish, and Portuguese, among others, to make these tools more usable in all jurisdictions.

Europe is one of the most advanced regional spaces in terms of regulation in the fight against climate change and so we certainly have a "European" perspective on these issues, but we still have a lot of work to do and I am thrilled to participate, at the small scale of our European arbitration community, in raising awareness for the climate cause.

Sarah: I am the Director of Green Protocols at the Campaign for Greener Arbitrations. As such, I am in charge of ensuring that the Green Protocols are well understood by the signatories of the Green Pledge and to accompany them in their implementation. I am therefore the point of contact for any question related to the protocols and for any feedback (positive or negative by the way!) from our signatories in this process. As the Campaign for Greener Arbitrations is an inclusive space open to exchange and dialogue, we are always open to new suggestions for the application of our principles, and existing and potential signatories can contact me in this regard.

We will soon organize trainings to exchange with our existing and potential partners, whether they are law firms, arbitration institutions or companies, and to raise their awareness of the implementation of our protocols.

Finally, we are currently working with my colleague, the director of the marketing campaign, on the development of an action plan with simple, concrete and progressive steps to take for the implementation of our protocols. The idea is to suggest 4-5 actions from which signatories can choose: for example, they could commit to prioritize the appointment of arbitrators who have signed the Green Pledge and implement our Model Green Procedural Order in the arbitration process.

5. The Campaign for Greener Arbitrations organized two events during the 2023 Paris Arbitration Week. Can you tell us more about them, including their purpose?

The Campaign's motto throughout the PAW was "Greening Arbitrations". We organized two events as part of Paris Arbitration Week.

Our first event, entitled "Greening Arbitration: Actions Speak Louder than Words" took place on Tuesday, March 29 at Addleshaw Goddard and was hosted both in person and virtually by members of the Campaign for Greener Arbitrations. This roundtable was an opportunity for our speakers to introduce the Campaign and its mission, particularly for those who did not yet know of the Campaign, to discuss the steps we have taken and the progress we have made since the creation of the Campaign for Greener Arbitration as well as our future projects, and to offer the opportunity to sign our Green Pledge through a QR code. This event also allowed our speakers to interact with our participants and answer their questions.

Our second event, which took place on Thursday, March 30, was entitled "Greening Arbitration: Strolling in Paris for a Greener Future". This event was an opportunity to meet our participants at the Tuileries Garden for a sunny stroll to exchange, get to know each other and answer all questions related to the Campaign. We also organized a contest during the PAW to reward the participants who adopted the most sustainable behaviour during the PAW and in their everyday life. We concluded the event by rewarding the lucky winner with a prize: a Zelkova bonsai!

EVENTS OF THE NEXT MONTH

April 3, 2023 : Fourth rendez-vous of arbitration authors

Organised by Association Française d'Arbitrage

Where? *Centre Panthéon, salle 1 – 12 Place du Panthéon – paris 5ème*

Website : https://lnkd.in/eXrZ9nca

KENNEDYS

INTERN

Location: Ile-de-France

Practice areas: Litigation and arbitration

Start date: 01/07/2023 or 01/01/2024

FRIEDLAND

INTERN

Location: Ile-de-France

Practice areas: Litigation and arbitration

Start date: 01/07/2023

GRAMOND ET ASSOCIES

INTERN

Location: Ile-de-France

Practice area: Business litigation

Start date: Immediately

ARAMIS

STAGIAIRE

Location: Ile-de-France

Practice area: Business litigation

Start date: 03/07/2023

KING & SPALDING

STAGIAIRE

Location: Ile-de-France

Practice area: Business litigation

Start date: 03/07/2023

BIRD & BIRD

INTERN

Location: Auvergne-Rhône-Alpes

Practice areas: Business litigation and crime

Start date: 02/01/2024

OXYNOMIA AVOCATS

INTERN

Location: Ile-de-France

Practice area: Business litigation

Start date: Immediately

FAIRWAY AARPI

INTERN

Location: Ile-de-France

Practice area: Business litigation

Start date: 02/07/2023

L&A

INTERN

Location: Ile-de-France

Practice area: Business litigation and collective procedures

Start date: Immediately or 02/01/2024